

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

IN RE:
ROYCE J. HASSELL
DEBTOR.

CASE NO. 19-30694

HASSELL CONSTRUCTION
COMPANY, INC.
Plaintiff/Counter-Defendant,
v.

ROYCE J. HASSELL
Defendant/Counter-Plaintiff
/Cross-Plaintiff,
v.

HASSELL CONSTRUCTION
COMPANY, INC., MICHAEL
HASSELL (INDIVIDUALLY),
PHILLIP HASSELL, SHAWN
HASSELL POTTS, JASON
HASSELL, MICHAEL HASSELL
AS TRUSTEE OF THE JAMES C.
HASSELL INTER-VIVOS TRUST,
AND JAMES C. HASSELL
Counter-Defendants and/or
Third-Party Defendants.

ADV PROC. 19-03452

OFFER OF JUDGMENT

Royce J. Hassell, the above-captioned debtor and debtor in possession (the “*Debtor*”), hereby makes this Offer of Judgment pursuant to Federal Rule of Civil Procedure 68 (“*Rule 68*”), made applicable to the above-styled adversary proceeding (the “*Adversary Proceeding*”) by Federal Rule of Bankruptcy Procedure 7068, as follows:

1. During the September 20, 2022 oral hearing in the Adversary Proceeding, the Honorable Marvin Isgur (“**Judge Isgur**” or the “**Court**”) proposed a framework for resolution of that case, as follows:

“If it’s \$6,000, and if they’re willing to just offer you a check for \$6,000 and let me determine attorneys’ fees, and waive any claims against your client, does that then resolve this suit?”

See Exhibit 1, transcript of the September 20, 2022 hearing, at p. 8.

“Are you prepared to offer him a judgment of the maximum amount of his actual damages and let me then decide what attorneys’ fees, if any, you have to pay, and drop your counterclaim? Or do you want to proceed with today’s proportionality hearing? What do you want to do?”

Id. at p. 11.¹

“So, your client doesn’t want to accept the offer of judgment of a release of all claims against your client, \$6,000, and the ability to collect attorneys’ fees.”

Id. at p. 13.

“Six thousand dollars, a release of all claims against your client, and an award of attorneys’ fees that might later be determined - - that will later be determined by the Court, as an offer of judgment to your client. Do they want to accept it or not?”

Id.

2. On October 3, 2022, via email, Debtor’s counsel communicated to Mr. Kotlarsky and Mr. Rentea the Debtor’s continued willingness to agree to these terms. To that end, the Debtor offers to agree to and submit to the Court judgment substantially in the form and content of Exhibit 2 hereto.²

¹ In response to this proposal, Shane Kotlarsky stated, “I do need to defer to [Bogdan] Rentea.” The Court then asked, “Mr. Rentea, what do you want to do?” Mr. Kotlarsky then said, “I do not represent the individuals in the counterclaims.” Mr. Rentea then asked, “Am I live, Judge?”, to which the Court responded, “You are.” Mr. Rentea then stated, “We would drop the counterclaims.” The Court then asked, “And will you offer him the \$6,000 and then whatever I award in attorneys’ fees I award and they have to be paid?” To which Mr. Rentea responded, “Correct.” *Id.*

² Note that there is a blank for the attorneys’ fees number, which Judge Isgur indicated that he would determine.

3. This Offer of Judgment is subject in all respects to Rule 68.

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ATTORNEYS FOR THE DEBTOR

CERTIFICATE OF SERVICE

I hereby certify that on October 18, 2022 a true and correct copy of the foregoing pleading was served via the Court's CM/ECF on all parties consenting to service through the same.

By: /s/ James W. Bartlett, Jr.

James W. Bartlett, Jr.